

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.51 OF 2006

In

WRIT PETITION NO.1859 OF 2005

SBI Commercial & International Bank Ltd. : Petitioner

V/s.

Security Guards' Board for Brihanmumbai

& Thane District & Ors. : Respondents

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Mr.R.S.Pai with Mr.G.D.Utangale for the petitioner.

Mrs.Lata Desai with Ms Pallavi Divekar for respondent

Nos.1 to 3.

...

CORAM : H.L.GOKHALE & S.R.DONGAONKAR, JJ.

DATE : MARCH 10, 2006.

P.C.

1. Heard Mr.Pai in support of this Motion. Mrs.Desai appears for respondent Nos.1 to 3.

2. Prayer clause (a) of this Motion seeks to amend the petition suitably to challenge the communication dated 14.1.2006 from respondent No.1 Board. As far as this prayer is concerned, there is no difficulty and we grant the same. The petitioner may carry out necessary amendment within one week hereafter.

3. Prayer clause (b) is, however, to seek stay of this communication dated 14.1.2006. Mr.Pai submits that under

the order of the Supreme Court passed on 9.5.2003, the interim order of the High Court has been continued. The order of the High Court dated 14.3.2001 which was thus continued directed the Board not to replace the security guards. The submission of Mr.Pai, therefore, is that the Board may continue the security guard, but as far as their salary is concerned, he submits that it cannot be revised. Mrs.Desai appearing for the Board submits that when the guards were not to be replaced and were to be employed, it was implicit that they should be paid current and correct wages. The letter dated 14.1.2006 has asked the petitioner to pay the difference from January 2004 onwards which is subsequent to the order passed by the Supreme Court. She, therefore, opposes the interim prayer.

4. We accept the submission of Mrs.Desai that when the guards were directed to be continued, obviously, it was implicit that they will be paid the correct wages. The communication of the Board seeks the difference for the period subsequent to the order of the Supreme Court. No reason to grant interim relief in terms of prayer clause (b). The relief sought in prayer clause (b) is, therefore, rejected.

5. Notice of Motion stands disposed of.

H.L. GOKHALE, J.

S.R.DONGAONKAR, J.